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ABSTRACT

The collective bargaining agreement between Niagara University (New York) and the Niagara University Lay Teachers Association, a chapter of the American Association of University Professors, covering the period 1987 to 1989 is presented. The agreement covers the following items: recognition, union security, dues checkoff, discrimination policy, faculty rank criteria, tenure criteria, process for promotion of the award of tenure, program or department reduction or elimination, grievances, removal for cause, performance review for tenured faculty, policies for non-tenured faculty, departmental chairpersons (qualifications, duties, selection), leaves, retirement, early retirement, personnel files (access, notification, confidentiality), definition of the academic year, faculty workload, off-campus instruction, transfers (of faculty members from one department to another), wages, fringe benefits, no strike-no lockout clause, savings, total agreement, and duration and signature clauses. (JB)

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ED339269

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NIAGARA UNIVERSITY

AND

NIAGARA UNIVERSITY LAY TEACHERS ASSOCIATION

1987-1989

HE 025 047

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PREAMBLE

The intent and purpose of this Agreement are to promote and improve the quality and effectiveness of education at Niagara University, herein referred to as the University, to maintain high standards of academic excellence in all phases of academic activity, and thereby to continue to improve the position of Niagara University as an institution of higher learning. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest, and through the establishement of basic understandings relative to personnel policies, practices, procedures and matters affecting other conditions of employment.

ARTICLE I

RECOGNITION

By the virtue of the amended Certification of Representation issued by the National Labor Relations Board on April 27, 1978 in accordance with the National Labor Relations Act, the University recognized the Niagara University Lay Teachers Association, herein referred to as NULTA, as the sole and exclusive negotiating representative of the employees of Niagara University in the unit set forth below:

> All full time faculty including department chairmen employed by the Employer at its Niagara University, New York location, excluding office clerical employees, part time faculty, ROTC faculty, administrators, all other professional employees, guards and supervisors as defined in the Act.

ARTICLE II

STATUTES OF NIAGARA UNIVERSITY

This Agreement shall not be construed to repeal, rescind or otherwise modify any of the Statutes of the University, as amended, or any future amendments thereto which are not in conflict with this Agreement. In the event of a conflict between the provisions of the Statutes and the provisions of this Agreement, the latter shall be controlling.

ARTICLE III

UNION SECURITY

1. It is understood by both parties that membership in NULTA shall not be a condition of employment as a member of the full time teaching facutly at Niagara University. However, all such faculty are required to become members of the Association unless prevented from doing so by reasons of conscience.
2. Except as stated in Paragraph 1 above, all newly appointed members of the full time teaching faculty will, within thirty (30) days of the first day of the first semester of such appointment, contact the Treasurer of NULTA and make arrangements for payment of initiation fees and for periodic payment of dues.
3. A written declaration of intent not to join NULTA for reasons of conscience will be sufficient to establish exemption from membership. However, these faculty members will, within the time limits in Paragraph 2 above, contact the Treasurer of NULTA and make arrangements for payment of an amount equal to the initiation fees and periodic fee equal to the yearly dues of NULTA. These members shall also be liable for any special assessments levied against members of NULTA.
4. Those members of the faculty employed prior to December 1975 who, for reasons of conscience, have never made any payments to NULTA are exempt from those provisions of Paragraph 3 above, which require the payment of amounts equal to initiation fees, dues, and other assessments.

ARTICLE IV

DUES CHECKOFF

The University shall deduct from the pay of each faculty member from whom it has received written authorization on a form provided, an amount equal to membership dues and will forward such dues to the Treasurer of NULTA. Deductions will be made in twenty (20) equal installments beginning on September 15 and ending on June 30. The dues checkoff permission slip will remain in effect until the faculty member withdraws the permission.

ARTICLE V

NON-DISCRIMINATION

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE VI

CRITERIA FOR FACULTY RANK

1. The faculty rank designations represent cumulative accomplishments: increased teaching competence, scholarship as reflected in degrees and certifications earned, honors won, scholarly and professional accomplishments, educational leadership, intellectual breadth, and creativity, all of which will stand the test of both administrative and collegial judgment within the University, and of generally accepted academic and professional standards. Promotion through the various ranks shall signify increasing rather than continuing competence and achievement.

   a. Instructor. For appointment to the junior rank of Instructor, the candidate:

      (1) Must possess the Master's degree;

      (2) Must demonstrate a potential for effective teaching as attested to by those able to offer such judgments or by virtue of the candidate's having successful teaching experience;

      (3) Must enroll in a program leading to the Doctorate or the equivalent normally required for teaching in his or her field unless he or she has already earned a Doctorate or the equivalent normally required for teaching in the field.

   b. Assistant Professor. For the promotion to or appointment to the junior rank of Assistant Professor, the candidate:

      (1) Must possess the earned Doctorate or equivalent normally required for teaching in his or her field;

      (2) Must give evidence or substantial promise of effectiveness as a teacher, both in the classroom and in the guidance of students;

an opinion of the candidate's effectiveness as a teacher must be submitted by the candidate's Dean and Chairperson and may be submitted by the candidate's colleagues and students;

(3) Must demonstrate a capacity for professional growth and accomplishment;

(4) Should give evidence of participation in University affairs; at least at the departmental level when being considered for promotion.

c. Associate Professor. The Associate Professor is a faculty rank at the senior level. For promotion to or appointment as Associate Professor, the candidate:

(1) Must possess the earned Doctorate or equivalent normally required for teaching in his or her field;

(2) Must offer a record of substantial scholarly research;

(3) Must demonstrate a high degree of proficiency as a teacher; an opinion of the candidate's proficiency as a teacher must be submitted by the candidate's Dean and Chairperson and may be submitted by the candidate's colleagues and students;

(4) Should give evidence of substantial service beyond the departmental level, especially on University committees when being considered for promotion.

d. Professor. The rank of Professor represents the highest recognition that can be achieved by a faculty member. For promotion to or appointment as Professor, the candidate:

(1) Must possess the earned Doctorate or equivalent normally required for teaching in his or her field;

(2) Must offer a record of substantial scholarly research;

(3) The accomplishments of the candidate must demonstrate sound judgment and creativity, intellectual breadth and depth, leadership, and a

clearly recognizable record of teaching proficiency and concern for the welfare of students.

e. Outstanding performance as a teacher may be judged to compensate for scholarly research which is deemed to be less than substantial. All requests for consideration under this provision shall initiate with the applicant. When someone other than the applicant initiates the request, Article VIII, paragraph 2, that person should document the request.

The following guidelines shall be used in evaluating outstanding performance as a teacher. The applicant must:

(1) demonstrate that he or she has remained current in his or her field;

(2) demonstrate an ability to understand and evaluate the importance of the research of others in his or her field and, where appropriate, introduce such research into instruction; A high order of ability in presenting material to students, although important, is not enough to satisfy the criterion when it rests primarily on outlines, textbooks, or teaching materials prepared by others. Applicants must demonstrate their own ability to plan and prepare material for the classroom;

(3) demonstrate a concern for the problems of practitioners, and participate in programs which address such problems;

(4) adhere to high standards of student performance;

(5) challenge and motivate students.

2. In rare circumstances, distinguished creative achievements or exceptional accomplishments may be evaluated for equivalence to a doctorate.

3. If at the time of appointment, a faculty member is specifically advised in writing by the Academic Vice President that the faculty member is judged to possess the earned Doctorate or equivalent normally required for teaching

in the field, or in the event that a faculty member is judged to have the earned Doctorate or equivalent normally required for teaching in the field with respect to a promotion or tenure decision which is approved by the Board of Trustees, such judgment will apply to all future promotion and tenure actions with respect only to that faculty member.

4. As an exception to the requirement for an earned Doctorate or the equivalent normally required for teaching in the field, those full time faculty members who were tenured as of January 28, 1979 may be considered for promotion when they have met the following longevity criteria:
   a. For promotion to Associate Professor: twelve (12) years' service as a full time faculty member at a four-year college or university;
   b. For promotion to Professor: nineteen (19) years' service as a full time faculty member at a four-year college or university, or six (6) years in the rank of Associate Professor at Niagara University, whichever comes first.
5. The minimum time in rank required for promotion to the rank of Assistant Professor is two (2) years of service at Niagara University and to the ranks of Associate Professor and Professor is four (4) years of service at Niagara University. However, this guideline shall not be interpreted to mean automatic promotion upon completing four (4) years in rank.
6. The following criteria and sources of evidence for judging a candidate's research are qualitative standards for evaluation. The objective of the application of such criteria and sources is the determination of distinction as well as competence. It is understood that such criteria and sources are not all inclusive and that they may not have equal application to all disciplines.
   a. Criteria. Ability to add knowledge of significance to his or her field; to develop significant findings from investigation; to synthesize,

criticize, and theorize in an original way; to clarify extant knowledge; to relate individual research to applied problems; and to stimulate the intellectual development of colleagues.

b. Sources of Evidence. Books, monographs, articles; presentation of papers to scholarly or professional conferences. Participation in scholarly or professional programs; acclaim or citation by other scholars or professionals; receipt of grants, fellowships, scholarships or other research awards will be considered as sources of evidence of scholarly research provided they themselves are a product of scholarly research.

c. In the creative and performing arts, scholarly research may be identified as intensive activity in a particular area or field which must be disseminated in the form of publication, performance, exhibition.

7. Initial faculty rank on a first appointment is determined by the President. If a faculty member, during the initial year of service, believes that the award of his or her initial rank was not consistent with other initial appointments, the faculty member may apply for promotion and request that the higher rank be awarded retroactive to the date of initial appointment.

ARTICLE VII

CRITERIA FOR TENURE

1. Tenure is a status that provides for the continuous appointment of a full time faculty member, signifying the right of the faculty member to hold his or her position until terminated by resignation or retirement or under provisions of this Agreement.
2. The decision to award or deny tenure will be made at the end of six (6) years' service as a full time faculty member at Niagara University and no sooner, except in those cases in which a faculty member, at the time of initial appointment, has been granted in writing credit toward tenure for service at other institutions of higher education. In cases where credit for prior service has been granted, the tenure decision will be made no earlier than the year when the total of service at Niagara University plus credit for prior service is six (6) years nor later than at the end of six (6) years' service at Niagara University. If at the end of the sixth year of service the University does not award tenure, the retention of the faculty member for the seventh year cannot be construed as awarding tenure. However, if at the end of seven years, the University offers a faculty member a full time teaching assignment, under other than a terminal contract, this act will constitute the award of tenure.
3. The criteria for the award of tenure are as follows:
   a. The candidate must possess an earned Doctorate or equivalent normally required for teaching in his or her field;
   b. The candidate must offer a record of substantial scholarly research;
   c. The candidate must have demonstrated a high degree of teaching proficiency and concern for the welfare of students; evidence of proficiency as a teacher must be attested to by the candidate's Dean

and department Chairperson, and may be attested to be the candidate's colleagues and students;

d. The candidate should give evidence of substantial service beyond the department level, on University committees or other University-wide activities.

e. Outstanding performance as a teacher may be judged to compensate for scholarly research which is deemed to be less than substantial. All requests for consideration under this provision shall initiate with the applicant. When someone other than the applicant initiates the request, see Article VIII, paragraph 2, that person should document the request.

The following guidelines shall be used in evaluating outstanding performance as a teacher. The applicant must:

(1) demonstrate that he or she has remained current in his or her field;

(2) demonstrate an ability to understand and evaluate the importance of the research of others in his or her field and, where appropriate, introduce such research into instruction; A high order of ability in presenting material to students, although important, is not enough to satisfy the criterion when it rests primarily on outlines, textbooks, or teaching materials prepared by others. Applicants must demonstrate their own ability to plan and prepare material for the classroom;

(3) demonstrate a concern for the problems of practitioners, and participate in programs which address such problems;

(4) adhere to high standards of student performance;

(5) challenge and motivate students.

4. Normally the decision to award tenure shall not precede appointment to

the rank of Associate Professor. When a tenure decision is required prior to the completion of the time in rank guideline for promotion to the rank of Associate Professor, a person may be eligible for tenure at the rank of Assistant Professor.

5. Committee on Promotion and Tenure

   a. The Chairperson of the Committee on Promotion and Tenure is the Academic Vice President.

   b. There will be nine (9) members elected by the tenured faculty of each of the following groups:

      (1) Two (2) tenured faculty members for the College of Business Administration/Institute of Travel, Hotel and Restaurant Administration;

      (2) Two (2) tenured faculty members from the College of Nursing;

      (3) One (1) tenured faculty member from the College of Education;

      (4) Four (4) tenured faculty members from the College of Arts and Sciences, one from each of the following departmental groupings:

         (a) History, English, Theatre Studies, Fine Arts, Foreign Languages;

         (b) Political Science/Criminal Justice, Psychology, Sociology/Social Work;

         (c) Philosophy, Religious Studies;

         (d) Biology, Chemistry, Mathematics, Computer and Information Sciences.

   c. No faculty member may serve more than two (2) consecutive two-year terms.

   d. No faculty member may be promoted while serving as a member of the Committee, nor may a person apply for promotion while a member of the Committee.

ARTICLE VIII

PROCESS FOR FACULTY PROMOTION OR THE AWARD OF TENURE

1. Process

   a. A faculty member who believes that he or she has satisfied the requirements for promotion or the award of tenure may submit a letter of application outlining his or her qualifications, accompanied by supporting documentation. The application will be forwarded directly to the Chairman of the Committee on Promotion and Tenure (the Academic Vice President). Concurrently the applicant will send a copy of the application and supporting documentation to the department Chairperson and the appropriate Dean. An application for promotion or tenure, once initiated, must be forwarded through the channels prescribed herein to the Board of Trustees for a decision unless the applicant requests in writing that his or her application be withdrawn.

   b. The Chairperson* of the applicant's department will convene a departmental meeting for the purpose of peer review. The applicant may appear at the departmental meeting to make a presentation and answer questions. The applicant will then withdraw from the meeting. All full time faculty members, other than the applicant, may participate in the ensuing discussions. However, only tenured members may vote in a secret ballot to determine the department's position. The applicant may not participate in that balloting. The Chairperson will report the departmental recommendation and the rationale supporting it to the Chairman of the Committee on Promotion and Tenure. The Chairperson,

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*When the Chairperson is an applicant, a Chairperson pro-tempore will be appointed to conduct and report the results of the peer review of the Chairperson.

at the same time, will also submit his personal recommendation on each application. Copies of the departmental and Chairperson's recommendations will be furnished to the Dean and the applicant.

c. The Dean will submit a letter recommending approval or denial together with the reasons therefore to the Chairman, Committee on Promotion and Tenure. The Dean's letter will be an independent assessment of the applicant. A copy of the Dean's letter will be furnished to the applicant.

d. The applicant may submit a letter in response to the evaluations by the department, Chairperson, and the Dean to the Committee on Promotion and Tenure.

e. The Committee on Promotion and Tenure will review all applications and render a judgment on each. If the Committee judges that the application should be denied, the Chairman (Academic Vice President) will notify the applicant, citing the reasons for the denial. In addition, the Chairman's letter will offer the applicant the following options: (1) the applicant may submit an appeal to the Academic Vice President; (2) the applicant may withdraw the application; or (3) the applicant may take no action.

f. If the applicant submits an appeal that includes evidence or material that had not been considered by the Committee, the Academic Vice President will reconvene the Committee to reconsider its judgment. If the appeal simply takes issue with the judgment, it will be added to the application file.

g. After the final Committee action has been taken, the Academic Vice President will add his or her personal recommendation, in writing, to each application and forward all applications to the President. If the Academic Vice President recommends denial of an application on which the Committee on Promotion and Tenure has rendered a favorable judgment,

or recommends denial of an appeal, he or she will inform the applicant of the reasons therefore. The applicant may then submit an appeal to the President.

h. The President, after considering any appeals, will add his recommendations and forward all applications to the Board of Trustees. If the President recommends denial of an application, the applicant may submit a written rebuttal of the President's recommendation, which will be added to the application for consideration by the Faculty Personnel Committee of the Board of Trustees. The applicant will also be offered the opportunity to make a personal appearance before the Faculty Personnel Committee. The Faculty Personnel Committee will then make its recommendations to the Board of Trustees. The President will not participate in the voting on the recommendation of the Committee.

i. The Board of Trustees will render the final decision on all applications for promotion and tenure. The merits of its decisions are not subject to the grievance procedure.

j. In a case in which the President has recommended approval of an application for promotion or tenure, and the Board of Trustees denies such application for factors other than professional or academic qualifications, the applicant may submit, by July 15th, a written appeal of that denial to the Faculty Personnel Committee of the Board of Trustees. The applicant will be offered an opportunity to make a personal appearance before the Faculty Personnel Committee. The Faculty Personnel Committee will then make a recommendation to the Board of Trustees for its decision at its next meeting. Any decision will be retroactive to the first day of the Fall Semester.

2. In exceptional cases, where an apparently deserving faculty member, as a matter of principle, is unwilling to apply for promotion, the departmental Chairperson, after consulting the member, may initiate the application.

3. The following time guidelines are established for the several stages of the procedure.

   a. Applications to Committee on Promotion and Tenure--November 15. Applications reaching the Chairman (Academic Vice President) after November 15 will not be accepted.

   b. Copies of the application to the Chairperson and the Dean on November 15.

   c. Departmental recommendations to Committee on Promotion and Tenure--December 5.

   d. Dean's recommendation to Committee on Promotion and Tenure--December 12.

   e. Initial meeting of Committee on Promotion and Tenure--prior to the last day of the Fall Semester.

   f. Recommendations of Committee on Promotion and Tenure reported to applicant--March 1.

   g. Appeals of Committee recommendations--submitted by March 15.

   h. Recommendations of Academic Vice President--April 1.

   i. Recommendations of the President--April 15.

   j. Appeals to the Faculty Personnel Committee of the Board of Trustees--submitted by May 1. Appeals received after May 1 will not be considered.

   k. Announcement of decisions by the Board of Trustees--June 15.

4. Appeals made under the provisions of this article are not to be considered grievances under this Agreement. Only alleged violations of the procedure set forth or allegations of arbitrary or capricious application of the terms of this Article may be subject to the grievance procedure.

ARTICLE IX

REDUCTION OR ELIMINATION OF PROGRAMS OR DEPARTMENTS*

1. This Article shall apply only to those individuals hired as full time faculty members in September 1984 or earlier and shall have no application to those hired subsequent to September 1984 who shall be governed by Article X.
2. The University or the faculty may initiate action to abolish academic programs, eliminate an academic department, or reduce the size of the faculty in an academic department. Such actions are recognized as drastic and the University will consider other alternatives prior to any decision to carry them out.
3. The elimination of a program or department or a reduction in the size of the faculty of a program or department may be considered if:
   a. There is the loss of, or reasonable expectation of the loss of New York State registration or the loss or denial of accreditation by an agency whose accreditation is necessary for the continuation of the program. Any reductions because of the denial of an application for accreditation will apply only to persons hired in anticipation of accreditation.
   b. There is insufficient enrollment in a department or program. Insufficient enrollment may exist when the sum of tuition, lecture and laboratory fees paid by students enrolled in a department or program is equal to or less than one and one-third times the direct operating costs of the department or program.

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*Nothing in this Article is intended to require that the University replace those faculty members terminated due to denial of tenure or to replace faculty members who leave the University through retirement, resignation, removal for cause, or non-renewal of a probationary appointment.

c. There is a curriculum revision which requires a substantial reallocation of academic resources. Consultation with the University Curriculum Committee is required prior to such curriculum changes.

4. When it appears that there is a reasonable possibility of an elimination of a program or department, or a reduction in the size of the faculty of a department or program, which will result in the involuntary termination of full time faculty, members of the faculty of the affected department and NULTA will be informed and will be invited to explore alternatives with the University. In addition, both the faculty of the affected department and NULTA will be given the opportunity and a reasonable period of time to formulate and present recommendations to the Board of Trustees. Data used by the University to formulate its position will be made available to the affected department and NULTA.

5. If the University decides to recommend the elimination or reduction of a program or department, the faculty of the affected department and NULTA will be given the same opportunity as the University to present written recommendations to the Board of Trustees, and they both may, if they desire, augment their written recommendations with an oral presentation to the Executive Committee of the Board of Trustees. The decision of the Board of Trustees is final and is not subject to the grievance procedure.

6. In determining the individual or individuals to be terminated under the provisions of this Article, the following procedures apply.

   a. Faculty members whose retention is judged critical shall be exempt from termination under the provisions of this Article. An individual faculty member, a group of faculty members, the department, or the appropriate Dean may request that a faculty member be exempted. Requests for exemption should be forwarded through normal administrative channels to the Academic Vice President. The recommendation

of the Academic Vice President will be forwarded to the President for a decision, which will be subject to the grievance procedure. The Academic Vice President or the President may initiate the request for exemption. In such instances, the views of the department and the Dean will be sought prior to the President making a decision. The President's decision will be made within 30 University working days of the receipt of the recommendation.

b. Among the factors that may be considered in granting exemption are:

(1) The University's responsibility to offer an appropriate range of courses;

(2) Future plans and considerations;

(3) Services rendered to other departments and sectors of the University;

(4) Mission requirements of the department, college, or University;

(5) Truly exceptional professional or academic achievement.

c. Among those not exempted, terminations from within the affected department, college, or program will be from the following groups in the order indicated:

(1) Part time faculty members;

(2) Full time faculty members holding temporary appointments;

(3) Full time faculty members who have been retained beyond mandatory retirement age;

(4) Full time non-tenured faculty members;

(5) Full time tenured faculty members.

d. Within each of the above groups, the order of termination will be Instructors, Assistant Professors, Associate Professors, Professors. Within each rank, the order of termination will be determined by time in rank, with the least senior being first If persons have the same time in rank, length of service at Niagara University will be the determinant.

7. A faculty member who is selected for termination under the provision of this section may appeal to the Academic Vice President, President, and Faculty Personnel Committee of the Board of Trustees, in that order, if he or she so chooses. The decision of the Faculty Personnel Committee is not subject to the grievance procedure.
8. The University will attempt to place a faculty member terminated under the provisions of this Article in another position for which he or she is qualified provided that no incumbent is removed solely to create an opening for such a former faculty member.
9. In those cases in which a faculty member from a department or program which is eliminated or reduced is judged by both another department and the University to be qualified to teach in that other department, such faculty member shall be transferred if there is a vacant full time position available. The person so transferred will retain his or her tenure (if tenured), rank, and, for the purposes of retention only, will assume the lowest seniority for his/her rank.
10. a. If a full time faculty opening in an area of competence of a tenured person terminated, or employed in another position in the University under the provisions of this Article, occurs within two years, the senior person so terminated or reassigned must be given the right of first refusal for that position. A tenured person so recalled will retain his or her tenured status.

    b. Offers of recall will be tendered by registered mail, return receipt requested. The offer of reemployment must be accepted within thirty (30) days of the receipt of the offer, or all recall rights will be forfeited. It will be the responsibility of the individual to keep the University apprised of his or her current address. If an offer of recall is returned as undeliverable, recall rights will be forfeited.

11. In no event will a full time faculty member be terminated in order to create a position for a part time employee.

ARTICLE X

REDUCTION OR ELIMINATION OF PROGRAMS OR DEPARTMENTS RESULTING IN THE INVOLUNTARY TERMINATION OF TENURED FACULTY

1. This Article shall apply only to those individuals hired as full time faculty members subsequent to September 1984.
2. The University or the faculty may intitiate action to abolish academic programs, eliminate an academic department, or reduce the size of the faculty in an academic department, resulting in the involuntary termination of tenured faculty. Such actions are recognized as drastic and the University will consider other alternatives prior to any decision to carry them out.
3. The elimination of a program or department or a reduction in the size of the faculty of a program or department resulting in the involuntary termination or tenured faculty may be considered if:
   a. There is the loss of, or reasonable expectation of the loss of New York State registration or the loss or denial of accreditation by an agency whose accreditation is necessary for the continuation of the program. Any reduction because of the denial of an application for accreditation will apply only to persons hired in anticipation of accreditation.
   b. There is insufficient enrollment in a department or program. Insufficient enrollment may exist when the sum of tuition, lecture and laboratory fees paid by students enrolled in a department or program is equal to or less than one and one-third times the direct operating costs of the department or program.
   c. There is a curriculum revision which requires a substantial reallocation of academic resources. Consultation with the University Curriculum

Committee is required prior to such curriculum changes.

4. When it appears that there is a reasonable possibility of an elimination of a program or department, or a reduction in size of the faculty of a department or program, which will result in the involuntary termination of full time tenured faculty, members of the faculty of the affected department and NULTA will be informed and will be invited to explore alternatives with the University. In addition, both the faculty of the affected department and NULTA will be given the opportunity and a reasonable period of time to formulate and present recommendations to the Board of Trustees. Data used by the University to formulate its position will be made available to the affected department and NULTA.

5. If the University decides to recommend the elimination or reduction of a program or department which will result in the involuntary termination of tenured faculty, the faculty of the affected department and NULTA will be given the same opportunity as the University to present written recommendations to the Board of Trustees, and they both may, if they desire, augment their written recommendations with an oral presentation to the Executive Committee of the Board of Trustees. The decision of the Board of Trustees is final and is not subject to the grievance procedure.

6. It is understood that this Article shall have no application to, or in any way restrict the University with respect to situations involving the termination of faculty members due to denial of tenure, retirement, removal for cause, resignation, or non-renewal of probationary appointments, even if such take place in the context of an elimination or reduction in the size of a program or department. It is agreed that when staff levels are to be reduced by non-renewal of faculty members hired after September 1984 who are non-tenured post-probationary faculty and who are not currently applicants for tenure, selection of such individuals will be done after

consultation among the Academic Vice President, Dean and Chairperson(s) of the affected department(s) or program(s).

7. In situations where the elimination of an academic program or department, or the reduction in the size of the faculty of an academic program or department, results in the involuntary termination of tenured faculty, the following procedures apply.

   a. Faculty members whose retention is judged critical shall be exempt from termination under the provisions of this Article. An individual faculty member, a group of faculty members, the department, or the appropriate Dean may request that a faculty member be exempted. Requests for exemption should be forwarded through normal administrative channels to the Academic Vice President. The recommendation of the Academic Vice President will be forwarded to the President for a decision, which will be subject to the grievance procedure. The Academic Vice President or the President may initiate the request for exemption. In such instances, the views of the department and the Dean will be sought prior to the President making a decision. The President's decision will be made within 30 University working days of the receipt of the recommendation.

   b. Among the factors that may be considered in granting exemption are:

      (1) The University's responsibility to offer an appropriate range of courses;

      (2) Future plans and considerations;

      (3) Services rendered to other departments and sectors of the University;

      (4) Mission requirements of the department, college, or University;

      (5) Truly exceptional professional or academic achievement.

   c. Among those not exempted, terminations from within the affected department, college, or program will be from the following groups in the order indicated:

(1) Part time faculty members;

(2) Full time faculty members holding temporary appointments;

(3) Full time faculty members who have been retained beyond mandatory retirement age;

(4) Full time non-tenured faculty members;

(5) Full time tenured faculty members.

d. Within each of the above groups, the order of termination will be Instructors, Assistant Professors, Associate Professors, Professors. Within each rank, the order of termination will be determined by time in rank, with the least senior being first. If persons have the same time in rank, length of service at Niagara University will be the determinant.

8. A tenured faculty member who is selected for termination under the provision of this section may appeal to the Academic Vice President, President, and Faculty Personnel Committee of the Board of Trustees, in that order, if he or she so chooses. The decision of the Faculty Personnel Committee is not subject to the grievance procedure.

9. A tenured faculty member who is selected for termination under the provisions of this Article will be given notice twelve months prior to the effective date of termination. At the option of the University, one year's salary may be paid in lieu of twelve months' notice.

10. The University will attempt to place a faculty member terminated under the provisions of this Article in another position for which he or she is qualified provided that no incumbent is removed solely to create an opening for such a former faculty member.

11. In those cases in which a faculty member from a department or program which is eliminated or reduced is judged by both another department and the University to be qualified to teach in that other department, such

faculty member shall be transferred if there is a vacant full time position available. The person so transferred will retain his or her tenure (if tenured), rank, and, for the purposes of retention only, will assume the lowest seniority for his/her rank.

12. a. If a full time faculty opening in an area of competence of a tenured person terminated, or employed in another position in the University under the provisions of this Article, occurs within two years, the senior person so terminated or reassigned must be given the right of first refusal for that position. A tenured person so recalled will retain his or her tenured status.

    b. Offers of recall will be tendered by registered mail, return receipt requested. The offer of reemployment must be accepted within thirty (30) days of the receipt of the offer, or all recall rights will be forfeited. It will be the responsibility of the individual to keep the University apprised of his or her current address. If an offer of recall is returned as undeliverable, recall rights will be forfeited.

13. In no event will a full time faculty member be terminated in order to create a position for a part time employee.

ARTICLE XI

GRIEVANCE

1. Definitions

   a. A grievance is an allegation by a full time faculty member, a group of such faculty members, or NULTA that there has been (1) a breach, misinterpretation, or improper application of the terms of this Agreement; or (2) an arbitrary or discriminatory application of, or failure to act pursuant to the terms of this Agreement or of those provisions of the Statutes incorporated by reference into the Agreement. The term "grievance" shall not include:

      (1) Complaints concerning the merits of an appointment, reappointment, promotion, tenure or sabbatical leave decision;

      (2) Complaints relating to retrenchment except as specified in Articles IX and X;

      (3) Complaints pertaining to provisions of this Agreement specifically excluded from the grievance procedure.

   b. A grievant is a full time faculty member, a group of such faculty members, or NULTA, who has initiated a grievance.

   c. A University Working Day is any weekday when the offices of the University are open for business.

2. Grievance Procedures

   a. Grievances by or on behalf of a full time teaching faculty member: A faculty member may present a grievance in his or her own behalf, or, at his or her request, a grievance may be presented in his or her behalf by NULTA. NULTA may initiate a grievance without a request by the faculty member. In the event that a faculty member presents the grievance on his or her own, NULTA shall be entitled to representation

at any hearing and any adjustment of the grievance shall be consistent with the terms of this Agreement.

b. Informal Procedure

(1) A grievant may informally present and discuss a grievance face-to-face with his or her immediate supervisor or the Chairperson of the department of which the grievant is a member. This meeting shall be held not more than five (5) University working days after the grievance has been presented. Should the informal discussion fail to produce a satisfactory resolution of the problem, the grievant may refer the grievance informally to the next higher level of supervision or he or she may initiate action at the first formal step (Para. 2c (1) below) not more than ten (10) University working days after the meeting.

(2) Grievances on behalf of NULTA may be discussed informally with a representative of the administrative/academic unit involved in the grievance by a duly appointed member of NULTA's Executive Council. Should this action fail to produce a satisfactory settlement of the grievance, and should the matter be deemed of sufficient importance by NULTA to warrant further action, the grievance will be moved to the first formal step (Para. 2c (1) below) not more than ten (10) University working days after the meeting.

(3) Grievances on behalf of a group of full time teaching faculty may be discussed informally face-to-face with a representative of the administrative or academic unit involved in the grievance. Should this action fail to produce a satisfactory settlement of the grievance, this group may refer the grievance informally to the next higher level of supervision or the group may initiate

action at the first formal step (Para. 2c (1) below) not more than ten (10) University working days after the meeting.

(4) Decisions arrived at through informal procedures are not to be regarded as establishing precedents that may be applied in deciding subsequent grievances.

(5) Grievances should not be moved from the informal to the formal procedures within fewer than five (5) University working days after failure of the informal procedures to produce satisfactory resolution of the grievance.

c. Formal Procedures

(1) Grievances initiated by individuals, groups of individuals, or NULTA will be forwarded in writing by the Grievance Committee of NULTA by a dated cover letter to the Academic Vice President and the individual being grieved, acknowledgement of receipt requested. The Academic Vice President or his representative shall meet with the grievant and a representative of NULTA within ten (10) University working days from the time the grievance is received as determined by date of acknowledgement of receipt. The decision arising from this meeting will be forwarded, in writing, to the grievant, and to NULTA's representative by the University within ten (10) University working days subsequent to the meeting.

(2) If the grievant is not satisfied with the decision rendered, or if the decision is not satisfactory to NULTA, NULTA's Grievance Committee will refer the grievance to the President of Niagara University within twenty (20) University working days of the receipt of the decision. Within ten (10) University working days of receipt of the grievance, the President or his representative will convene a meeting for the purpose of resolving the grievance;

present at the meeting will be the President of Niagara University or his representative, the grievant(s), and representatives of NULTA. A decision by the President shall be made and rendered in writing, within ten (10) University working days, to the grievant and to NULTA's representatives.

(3) In the evert that arbitration is to be sought, NULTA as the representative of the grievart, or as grievant, will notify the President of Niagara University of the intent to appeal the President's decision to binding arbitration; such notification is to be given, in writing, within fifteen (15) University working days from the date of the President's decision. The arbitrator shall conduct a hearing and render a decision which shall be binding upon all parties. The arbitrator's fees and other expenses of arbitration shall be shared equally by the parties.

(4) Arbitrators shall be selected on an ad hoc basis as circumstances warrant. At the time the President of Niagara University is notified of intent to arbitrate (Para. 2c (3) above) NULTA will designate a representative to meet with the President, or his representative, for the purpose of selecting an arbitrator. Such selection will be made from lists provided by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) by mutual agreement of the parties making the selection. AAA or FMCS shall provide a panel of seven (7) arbitrators from which an arbitrator will be selected. Each party may reject only one such panel. The arbitrator will be selected within ten (10) University working days after the list has been furnished. The method of selection shall be that the party requesting arbitration shall strike one (1) name. The other party shall then strike one (1)

name. This procedure shall be repeated until one (1) arbitrator remains. The arbitrator shall be requested to issue his or her decision within thirty (30) University working days after the hearing is concluded. If either party desires a verbatim record of the proceeding, it may cause such a record to be made and a copy of that record furnished to the other party and to the arbitrator. Costs of this work will be borne by the party requesting the verbatim record. The arbitrator shall rule only on grievances concerning the interpretation or application of this Agreement and such provisions of the Statutes that are incorporated by reference in this Agreement. The arbitrator shall hear the issues and make decisions binding on all parties on all issues. The arbitrator shall have no power or authority to alter, modify, add to or subtract from the provisions of this Agreement.

3. Time Limits

   a. If the date of the occurrence which gives rise to a grievance or the date on which the grievant became aware of or should have become aware of such occurrence falls in the period from September 1 to May 31, the grievance must be initiated within thirty (30) working days of such date. If the date of the occurrence or the date on which the grievant became or should have become aware of such occurrence falls between June 1 and August 31, the grievance must be initiated within thirty (30) working days of August 31. In determining when an individual should have become aware of an occurrence, it is incumbent upon the University to show that a reasonable effort was made to notify the affected persons.

   b. Time limits will be measured from the date a written action is received by registered or certified mail or by hand delivery (receipts required).

   c. Failure of the grievant or NULTA to take appropriate action within

the time limits prescribed will constitute a bar to further action under this Article.

d. In the event that the time limits for processing grievances specified in Paragraph 3a (above) and elsewhere of the grievance procedure are not met by the University or in the event that the grievance is not acted upon by the University, the grievance may be advanced to the next step in the grievance procedure at the discretion of NULTA.

e. Time limits specified in this Article may be extended by mutual agreement of the parties involved. Action relative to grievances that are initiated during those months when parties involved in the grievance process are not likely to be available, or action on grievances which extend into such periods, will be defered until the earliest time that all parties to the grievance are available.

4. Miscellaneous

a. Nothing in this Agreement shall be construed as compelling NULTA to pursue a grievance beyond that point that it has determined a satisfactory resolution to have been achieved. However, this shall not be construed as depriving the grievant of the right to pursue the matter further through other means that do not conflict with the terms of the Agreement.

b. No reprisals shall be taken against any participant in this grievance procedure.

c. Grievance records shall not become part of an individual's personnel files, official or unofficial, unless specifically requested in writing by the individual.

d. All grievances shall be filed through the Secretary of NULTA.

e. All adjustments of grievances arising from the provisions of the Agreement shall be retroactive to the effective date of the action giving

rise to the grievance. This standard applies to back wages, salaries and benefits.

f. The University agrees to provide NULTA with available information necesary to process a grievance.

ARTICLE XII

REMOVAL FOR CAUSE

The removal of any full time faculty member for cause shall be processed in accordance with Part VI, Paragaph G of the Statutes of Niagara University.

ARTICLE XIII

TENURED FACULTY PERFORMANCE REVIEW

1. Purposes:

   a. To gather information for a faculty member's use in assessing his or or her professional work;

   b. To identify directions and priorities for the development of a faculty member's professional work;

   c. To establish a basis for discussing professional goals and expectations with the Dean and Academic Vice President, and for identifying University or other resources in support of such goals and expectations.

2. The Criteria for Judgment:

   a. Teaching: This shall be demonstrated by being current in one's field and, where appropriate, by the ability to introduce this research into instruction; by the knowledge and application of the most appropriate and most adequate methodology for teaching specific content areas; by the knowledge and application of adequate evaluative techniques for the objectives of his/her courses; and by one's attitude toward and commitment to students.

   b. Scholarship: This shall be attested to by published research, presentation of papers at scholarly or professional conferences, conferences attended, construction of new courses, grants received, and/or other normally accepted practices.

   c. Service: This shall be attested to by involvement in university-wide committees and/or activities; and by involvement in community activities.

3. Procedures:

   a. Faculty Performance Review shall take place in the seventh year following the award of tenure and every seventh year thereafter. The Office of

the Academic Vice President will notify the affected faculty members not later than September 15th of the academic year during which the review is to take place.

b. The Dean is responsible for establishing a dossier by March 1 that contains the following information:

(1) A self-assessment written by the faculty member describing his or her

(a) activities in teaching, scholarship, and service since the last evaluation for promotion and tenure, or last Faculty Performance Review;

(b) professional goals and expectations for the period up to the next Faculty Performance Review.

The self-assessment shall be sent by the faculty member to the Dean.

(2) An up-to-date curriculum vitae to be sent to the Dean.

(3) Additional material the faculty member deems pertinent, such as, but not limited to, testimonials from former and/or current students, evaluation forms received from classes, and commentaries by qualified colleagues.

(4) The Dean will send the dossier to four (4) tenured full time faculty members for their review and evaluation. The Dean will select two (2) from a list of at least three (3) names supplied by the faculty member and the faculty member will select two (2) from a list of at least three (3) names supplied by the Dean. Both lists may contain names of full time faculty outside the department who are qualified to comment on his/her professional accomplishments. These lists will be supplied concurrently. The applicant will receive copies of these evaluation letters.

c. After examining the dossier and consulting the Academic Vice President,

the Dean shall provide the faculty member with a report of the evaluation. This draft shall serve as a basis for a meeting with the Dean and Academic Vice President no later than April 1 to discuss the faculty member's professional work and its further development, career goals and expectations. Where it is mutually agreed upon that the faculty member would benefit from a specific program for self development the funding for such activity will be assumed by the University.

d. The faculty member's Performance Review dossier, the report and the faculty member's written response, shall be added to the faculty member's personnel file.

e. The entire review process shall be completed no later than at the end of the semester during which the Performance Review began.

f. This article becomes effective with the Fall 1988 Semester.

ARTICLE XIV

NON-TENURED FACULTY

1. Initial appointments in all faculty ranks are probationary, with the exception of persons first appointed with tenure.
2. The probationary period shall end on the last day of the academic year of the third year of full time teaching. For those faculty who begin employment in January, the probationary period shall end on the last day of the fall semester ending their third year of full time teaching.
3. During the probationary period, an individual may be notified of non-reappointment without specification of the reason for such non-reappointment.
4. After the conclusion of the probationary period but prior to the conferral of tenure, notice of non-reappointment shall be accompanied by a written statement to the person whose appointment is not being renewed of the reasons for such non-reappointment.
5. In every case of non-reappointment, whether or not the person involved is in probationary status, notice of non-reappointment shall be given in writing in accordance with the following schedule:
   a. Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination;
   b. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination;
   c. At least twelve (12) months before the expiration of an appointment after two (2) or more years of service at the Institution.

6. If the faculty member feels that the reasons stated in the non-renewal letter are not consistent with the facts as he/she perceives them, then the individual may request a review of the facts by the President. In preparing the appeal the individual shall have access to the information and/or data supporting the University's decision to issue the non-renewal letter.

7. If a difference of opinion regarding the factual basis for the decision remains, then the faculty member may present his/her appeal to the Faculty Personnel Committee of the Board of Trustees.

ARTICLE XV

DEPARTMENTAL CHAIRPERSONS

1. Qualifications

A nominee for the Office of Chairperson at Niagara University:

a. Must be a full time member of the faculty;

b. Must hold Professorial rank;

c. Must have served three years as a member of the faculty;

d. Must have demonstrated leadership and administrative abilities.

2. Duties and Responsibilities

a. Personnel

(1) Participate in the recruitment of applicants to the faculty of the department;

(2) Coordinate the assignment of department members to specific courses and arrange teaching schedules in consultation with department members, subject to the review and approval of the Dean.

(3) Direct the work of all noninstructional personnel assigned to a department;

(4) Evaluate all nontenured department members in accordance with policy and procedures established by the University;

(5) Encourage opportunities for faculty development;

(6) Communicate with department members on all important departmental matters;

(7) Keep the Dean informed as to all departmental matters;

(8) Call and preside at no fewer than two department meetings per semester, and such additional meetings as needed. The minutes of such meetings shall be transmitted to the department members, the Dean, and the Academic Vice President.

b. Program Development

(1) Implement the advisement systems established by the department, the College, and the University;

(2) Cocrdinate the evaluation and updating of course syllabi, text-books, and other instruction material with department members at periodic intervals;

(3) Schedule course offerings for each semester and summer session, subject to the review and approval of the Dean. Upon completion of the schedule and prior to the submission to the Dean, the Chair-person will inform the current full time members of the department of any courses/sections that are not assigned to full time faculty. A full time faculty member may volunteer to teach such a course/section that he/she is qualified to teach. This process shall be administered in accordance with University policies and procedures.

(4) Initiate the development of course offerings in light of current trends in the discipline;

(5) Initiate periodic evaluation of the departmental program;

(6) Develop and implement with the Dean of Admissions and the Dean of the College programs to recruit new students;

(7) Develop and implement with the Dean of the College programs to retain new students;

(8) Coordinate with the Director of Libraries those activities of the Department which require the provision of Library resources and services in support of the program.

Accordingly, the Chairperson will:

(a) Review and authorize Department member's recommendations for the purchase of Library materials;

(b) Assist in evaluating the adequacy of Library holdings in

appropriate subject areas;

(c) Apprise the Director of Libraries of curricular changes that may affect the nature or level of Library support required for the Program;

(d) Advise the Director of Libraries on the allocation and expenditure of Library materials' funds that are required for the Program.

c. Additional Duties

(1) Prepare and administer the departmental supply and expense budget after consultation with the faculty;

(2) Collaborate with the Alumni Office and Development Office in the preparation and implementation of surveys of graduates;

(3) Maintain all appropriate records of the Department;

(4) Coordinate the use of the physical facilities, special equipment, and other appropriate resources of the Department;

d. Summer Service

Chairpersons shall be available to assist the Dean during the summer months at mutually agreeable times. If a chairperson will not be available for all or part of the summer, he or she will inform the Dean and designate an acting chairperson to represent the department during the chairperson's absence. Compensation will be at the rate of twenty-five dollars ($25) per hour.

3. Selection

The Chairperson shall be elected during the spring semester 1988 and each three years thereafter. Those eligible to vote for the Chairperson are restricted to full time faculty members of the department. No faculty holding part time, adjunct or half time positions will be able to vote. The Chairperson will assume responsibilities on the day of Commencement.

4. Removal

a. A majority of the full time faculty members of a department may recommend, in writing, the removal of the Chairperson. Such recommendations may be made in response to the initiative of the Dean or any full time faculty member of the department. The recommendation, accompanied by supporting data and rationale, will be forwarded through the Dean and Academic Vice President for their recommendations to the President for a decision. The decision of the President is not subject to the grievance procedure.

b. If the Chairperson is removed, the department will elect a successor to serve the remainder of the three-year term of office.

ARTICLE XVI

LEAVES

1. Sabbatical Leave Program

   a. Purpose

      The purpose of the Sabbatical Leave Program at Niagara University is to improve the general academic condition of the University by promoting activities which will assist faculty members in their teaching or research.

   b. Eligibility

      All tenured faculty shall be eligible for leaves under this program. Leaves may be granted for one (1) or two (2) semesters, but shall not be granted for more than one (1) academic year. Persons who have been granted leaves under this program shall be ineligible for a second leave until they have accumulated an additional six (6) years of service as members of the faculty.

   c. Compensation

      (1) Faculty members on leave under this program shall receive their annual base salaries in full for one (1) semester of leave, or one-half (.5) of their annual base salaries for two (2) semesters of leave.

      (2) Person on sabbatical leave may receive remuneration from sources outside the University provided such remuneration does not require the performance of services inconsistent with the purpose of the leave program. The source, terms, and amount of such remuneration must be reported to the Academic Vice President in detail sufficient to demonstrate that the goal of the leave has not been altered or postponed in any way.

(3) Persons on sabbatical leave shall receive any salary increase or any increase in fringe benefits which they would have received if they had remained in residence. Contributions to retirement, however, shall be based on the leave salary paid by the University.

(4) Recipients of sabbatical leaves who do not return to the University shall be obligated to reimburse the University in full for all monies received from the University in support of the leave.

d. Return Obligation

All sabbatical leaves shall be granted with the understanding that recipients are obligated to return to the University for at least one (1) academic year immediately following the period of leave.

e. Approval of Sabbatical Leave Application

(1) All applications for sabbatical leave must be sent to the Academic Vice President no later than October 1 of the year preceding the academic year for which the leave is requested. Applications will be referred to the appropriate Chairperson and Dean, who will add their recommendations for approval or disapproval.

(2) Each application must include a prospectus of the proposed activity. The proposal shall include:

(a) The objective of the leave;

(b) The length of the leave;

(c) The activities to be undertaken during the period of leave;

(d) The value to be derived from the leave for the individual and University.

(3) The Academic Vice President will refer all applications to the Sabbatical Leave Review Committee for advice. The Committee will consist of seven (7) full time teaching faculty members with tenure, three (3) appointed by the Academic Vice President and four (4)

elected by the tenured teaching faculty. The Academic Vice President will approve or disapprove each application in writing no later than November 1. Reasons for disapproving an application must be stated. Appeals of the decision of the Academic Vice President must be submitted to reach the President no later than November 8. The President's decision on appeals will be rendered no later than December 8. In exceptional cases, the Academic Vice President may consider an application filed after December 8. In exceptional cases, the Academic Vice President may consider an application filed after December 8. Complaints concerning the merits of the decision of the Academic Vice President are not subject to the grievance procedure. Only alleged violations of the procedures set forth or allegations of arbitrary or capricious application of the terms of this Article may be subject to the grievance procedure.

f. Report on the Leave

Within one (1) month of the faculty member's return to the University, he or she will submit a written report of the results of the leave. Copies of the report will be forwarded to the Chairperson of the department and to the appropriate Dean. A copy of the report will also be forwarded to the Academic Vice President for placement in the faculty member's personnel file.

g. Departments with ten (10) or fewer full time faculty members may not have more than one (1) faculty member on sabbatical leave at any one time. Larger departments (more than ten [10] full time faculty members) may not have more than two (2) faculty members on sabbatical leave at any one time. If the absence of a faculty member on sabbatical leave cannot be accommodated by a reduction in the department's course

offerings, or by remaining full time faculty members carrying an overload, the University will make a reasonable effort to hire part time instructors or a full time temporary faculty member.

2. Other Leaves

a. Leave Without Pay

A faculty member may request a leave of absence without pay for a period of up to two (2) years for compelling reasons. The Academic Vice President will approve or disapprove such a leave request based on the needs of the applicant, the requirements of the University, length of service of the applicant, and other factors that pertain to an individual case.

b. The Academic Vice President may grant leaves with pay for purposes which directly further the interests of the University.

c. Disability Leave

If a faculty member qualifies for disability benefits under the terms and conditions of the Group Total Disability Plan between the University and the Teachers Insurance and Annuity Association (TIAA), such member will be considered to be on disability leave. If, after twenty-four months from the date upon which the faculty members became eligible for disability benefits, he or she remains unable to perform the regular duties of a full time faculty member, he or she will be subject to replacement. When fully able to resume duties, he or she will be given preference in filling the next available faculty opening for which qualified.

d. Maternity Leave

The maternity leave shall be considered under the disability leave in subparagraph (c) above.

e. Child Care

The Academic Vice President may grant a faculty member a leave of absence with or without pay for a period of up to one year to care for a dependent infant/child.

f. Special Leaves

The Academic Vice President may grant a faculty member a leave of absence with or without pay for a period of up to one year to care for a spouse, parent or other member of the faculty member's household whether related or not.

3. Periods of sabbatical leave will be included in the computation of years of service at the University. All other periods of leave, except those specifically authorized by the Academic Vice President to further the needs and interests of the University, shall not be included in the computation of years of service. Prior to granting a leave the Academic Vice President will inform the faculty member in writing whether the leave will be included in the computation of years of service to the University or not.

ARTICLE XVII

RETIREMENT

1. The normal retirement age for faculty members is 65 years. Tenured faculty will be involuntarily retired effective June 30 of the fiscal year (July 1 to June 30) during which the member reaches his or her 70th birthday.
2. Retired faculty members may be offered the opportunity to continue teaching on a part time basis for which they will be paid at a rate per semester hour equal to 1/24th of the salary that they would have received if they were teaching full time. After retirement a faculty member can continue in the medical plan at the faculty member's expense.
3. By mutual agreement between the University and the individual faculty member, the individual may retire voluntarily before reaching manadatory retirement age. Those individuals who retire voluntarily at age 60 or older, and who are not eligible for comparable benefits elsewhere, will be eligible to continue participation in the following fringe benefit programs until they reach age 65:
   a. Blue Cross/Blue Shield plan 82-83 with $1.00 co-pay prescription plan;
   b. Major Medical Insurance;
   c. TIAA Group Life Insurance.

   The retired individual must notify the University, when he or she accepts other employment, of the benefits for which he or she is eligible elsewhere.

ARTICLE XVIII

EARLY RETIREMENT

1. Early retirement is defined as retirement one or more years prior to normal retirement date, i.e., June 30 of the fiscal year during which the faculty member reaches his or her 65th birthday. To be eligible for the early retirement benefits described herein a faculty member must have completed fifteen (15) years service at Niagara University and must be at least sixty (60) years of age.

2. Early Retirement Benefits

   a. A faculty member who takes early retirement will receive an annual stipend payable through the member's normal retirement date. The annual stipend will be determined as follows:

      (1) One and one-half percent (1½%) of annual salary at the time of retirement for each year of service at Niagara University to a maximum of thirty percent (30%), plus

      (2) Two percent (2%) of annual salary at the time of retirement for each full year prior to normal retirement date at which the early retirement takes effect.

   b. The following fringe benefits will be retained until normal retirement date:

      (1) Health Insurance (Article XXV, para. 1);

      (2) Life Insurance (Article XXV, para. 3);

      (3) Tuition Remission (Article XXV, para. 5);

      (4) Miscellaneous benefits (Article XXV, para. 7).

   c. Faculty members who retire early may continue health and life insurance benefits from age 65 to age 70 by paying half the premiums. The University will pay the other half.

3. A person drawing early retirement benefits who teaches at Niagara University on a part time basis will be compensated at a rate which is fifteen dollars ($15.00) more than the rate paid an Adjunct Professor.
4. A faculty member who has drawn benefits under the provisions of the University's Group Total Disability Benefits policy (Article XXV, para. 4) is not eligible for early retirement benefits until they have completed two (2) years service after the disability.
5. A faculty member who takes early retirement may choose to receive the annual stipend (1) in 24 semi-monthly installments or (2) an annual lump sum payable on January 1, for those who retired at the end of an academic year, or on July 1, for those who retired at the end of the Fall semester. Should the faculty member die prior to receiving the entire amount due under the early retirement provisions of the Collective Bargaining Agreement, payment of the remaining installments will be made to a designated beneficiary or to the estate.
6. Applications for early retirement are to be submitted to the Academic Vice President, with copies to the Dean, Chairperson, and Director of Personnel, by December 1, if retirement is to be effective at the end of the academic year, or by September 1, if retirement is to be effective at the end of a calendar year.

ARTICLE XIX

PERSONNEL FILES

1. The Academic Vice President shall maintain the only authorized files on individual full time faculty members. Authorized files are defined in a. and b. below.
   a. A pre-employment file. This file will consist of all material requested or received by the University from persons other than the applicant in connection with the faculty member's initial appointment. Material in this file will not be available to the faculty member, nor will it be made part of the faculty member's file during promotion and tenure proceedings.
   b. An official personnel file. This file will consist of:
      (1) Biographical data and information relating to the faculty member's academic and professional accomplishments submitted by the faculty member or submitted at his or her request;
      (2) Official correspondence between the University and the faculty member or pertaining to the faculty member;
      (3) Written evaluations prepared by the department Chairperson, Dean, Academic Vice President, or President in connection with appointment, evaluation, reappointment, tenure, or promotion;
      (4) Other written appraisals, evaluations and recommendations. Only signed material will be placed in this file.
2. When material, other than that submitted by the faculty member or submitted at his or her request, is placed in the official personnel file, the Academic Vice President will notify the faculty member.
3. The official personnel file shall be available for examination by the faculty member by appointment at reasonable hours. The faculty member

may request copies of material in his or her file, which shall be provided at a reasonable charge.

4. The faculty member may have placed in his or her official personnel file material to rebut or explain derogatory information that might be in the file. A faculty member may also request that material be removed from his or her file. The decision to remove or not to remove material shall be made by the Academic Vice President.

5. Access to either the pre-employment or official personnel files will not be granted to anyone outside the University without the written consent of the faculty member.

6. Nothing in this Article shall limit the University in the maintenance and retention of records dealing with routine matters, including but not limited to payroll, fringe benefits, financial, historical and statistical records. Such records are to be filed in appropriate offices.

ARTICLE XX

ACADEMIC YEAR

1. The academic year for the full time faculty extends from three (3) University working days prior to the first day of classes of the Fall semester to Commencement.
2. The Christmas recess for the full time faculty shall extend from the day following the last day of the Fall semester to three (3) working days prior to the first day of classes of the Spring semester.
3. No full time faculty member shall be required to attend or participate in a University activity during the period between academic years or during the Christmas recess. However, it is not the intent of this provision to bar or discourage voluntary service by faculty members during those periods.

ARTICLE XXI

FACULTY WORKLOAD

1. The maximum teaching load for full time faculty members is four (4) course units or twelve (12) semester hours. Classes subject to cancellation for under-enrollment must be cancelled within the first five University working days after the beginning of the semester. Department Chairpersons will be granted a one-course unit or three semester hour reduction in teaching load per semester. The Academic Vice President may, at his discretion, authorize in writing a reduction in the maximum teaching load for reasons including but not limited to approved research projects or temporary administrative assignments. All requests for reduction in teaching load must be submitted in writing to the Academic Vice President. Except as indicated below, the course units or semester hours for each course are those listed in University catalogs for credit.
   a. In the departments of Biology, Chemistry, and Physics, each contact hour per week in the classroom will be counted as one (1) semeseter hour, and each contact hour per week in the laboratory will be counted as one half of a semester hour. The maximum number of contact hours per semester will be fifteen (15). (Computation of overload payments will be based on the number of semester hour equivalents in excess of twelve (12) or the number of laboratory contact hours that are in excess of a total of fifteen (15) contact hours).
   b. In the Department of Education, the load equivalency for supervising student teaching will be one (1) semester hour for every six observations. In addition, the faculty member who coordinates student teaching will be granted one (1) semester hour.
   c. In the College of Nursing, each contact hour per week in the classroom

will be counted as one (1) semester hour, and each contact hour per week in a laboratory or clinical setting will be counted as one half of a semester hour. The maximum teaching load is twelve (12) semester hours per semester. The maximum number of contact hours per week averaged for the semester is fifteen (15).

d. The faculty to student ratio in clinical setting will be established by the Dean after consultation with the Departmental Chairpersons, but will not exceed the following maxima:

For the Academic Year 1987-88

Introductory Nursing:	1:8
Intermediate Nursing:	1:10
Advanced Nursing:	1:12

For the Academic Year 1988-89

Introductory Nursing:	1:10
Intermediate Nursing:	1:10
Advanced Nursing:	1:10

2. A faculty member who teaches two or more courses at the graduate level in any academic area in a single semester shall be granted a one-course or three semester hour reduction in teaching load for that semester. The purpose of this reduced teaching load is to assist faculty members in (1) providing attention to graduate students in program planning and guiding study and research; (2) developing and offering courses of instruction whose breadth and depth are appropriate to graduate instruction; (3) conducting research at a level appropriate to graduate instruction.

3. The number of separate course preparations in any semester will not ordinarily exceed three (3) except in cases where multiple sections are not available in the department, when the faculty member accepts voluntarily more than three (3) preparations, or when the faculty member accepts an over-

load assignment. All course preparations for different sections of the same course during a semester will be considered a single course preparation.

4. No faculty member shall be permitted an overload unless all full time members of the participating departments are carrying the maximum teaching load. All overloads must be requested in writing by the Chairperson (Director) and recommended by the Dean. Final approval rests with the Academic Vice President. A faculty member shall be limited to one course or three semester hours of overload except under unusual circumstances.

5. Class size for the subjects listed below shall not ordinarily exceed:

   a. Twenty-five (25) students per section in the English Composition and Mathematics 111, 112 and 221;

   b. Fifteen (15) students per section in Research Methods.

6. The student load per faculty member shall not ordinarily exceed 225 students per semester.

7. All University Studies courses will be counted as one (1) course unit/three (3) semester hours of workload for each participating faculty member.

8. Each faculty member shall schedule and maintain a minimum of six (6) office hours on no fewer than three (3) different days of the week at times convenient to students and consistent with his or her scheduled teaching hours. For faculty members whose schedules include time off campus in educational or clinical settings (a) for two (2) days per week, the faculty member may schedule office hours at the off campus location on one (1) of those days; (b) for three (3) days per week, the faculty member may schedule office hours at the off campus location on two (2) of those days; (c) for four (4) days per week, the faculty member may schedule office hours at the off campus location on three (3) of those days. For faculty members teaching graduate courses at off campus site(s), one-third (1/3) of the office hours may be held at the off campus site(s).

9. Additional duties are those tasks which are not directly related to the development, preparation, and presentation of academic course material or to advising and counseling students on academic or curricular matters. Included among additional duties are membership on committees and boards and moderatorship for student organizations and activities. Insofar as possible, additional duties will be shared equally by the faculty.

ARTICLE XXII
OFF CAMPUS INSTRUCTION

1. To enhance the University's presence outside of its immediate environment and to promote program growth, the University offers courses at off campus sites. The assignment of faculty to the off campus sites will be in accordance with Article XV, para. 2a(2) of this contract. Full time faculty members who teach at off campus sites will be paid a stipend of $1000 per regular semester regardless of the number of courses taught. During the summer, a $1000 stipend will be provided for each session in which a full time faculty member teaches off campus. However, the stipend will be paid only if the following conditions are satisfied:
   a. The course offered off campus must be the equivalent in content and credit to a course taught on campus;
   b. The off campus site must be in excess of 15 miles from the Niagara University campus. (Note: Regardless of distance from the campus, the faculty member shall be reimbursed for mileage at the standard rate for University travel, and for parking fees and tolls.)
2. The following activities are specifically excluded from this Article:
   a. Clinical experience in Nursing;
   b. Student teacher observations;
   c. Clinical observations in Education;
   d. Internships, cooperative arrangements, and practicums.
3. The establishment of off campus sites for instruction is the right solely of the Academic Vice President.

ARTICLE XXIII

TRANSFERS

No full time faculty member may be transferred from one department to another within a college without consultation among the faculty member, the Chairpersons of the affected departments and the Dean. Decisions on transfers will be made by the Dean and may be appealed to the Academic Vice President.

ARTICLE XXIV

WAGES

1. Given the following salary scale:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	12,800	16,000	20,266	22,400
2	13,600	16,800	21,226	23,466
3	14,400	17,600	22,186	24,533
4	15,200	18,400	23,146	25,600
5	16,000	19,200	24,106	26,666
6	16,800	20,000	25,066	27,733
7	17,600	20,800	26,026	28,799
8	18,400	21,600	26,986	29,866
9	19,200	22,400	27,946	30,933
10	20,000	23,200	28,906	32,000
11	20,800	24,000	29,866	33,066
12	21,600	24,800	30,826	34,133
13	22,400	25,600	31,786	35,199
14		26,400	32,746	36,266
15		27,200	33,706	37,333
16		28,000	34,666	38,400
17		28,800	35,626	39,466
18		29,600	36,586	40,533
19		30,400	37,546	41,600

2. The salary for 1987-88 will be computed in the following way:

   a. Add one step to the top of each rank schedule on the 1986-87 schedule. Each person will take one step on scale.

   b. Eliminate the bottom 5 steps on each schedule. Any person on one of the deleted steps will be moved to the first step on the scale.

   c. Increase the entire scale by $740.

3. The salary for 1988-89 will be calculated as follows:

   a. No new steps will be added to the 1987-88 scale.

b. Each faculty member will move to the immediate next higher step; if the move is less than ½ of the step for that rank then take one additional step.

c. Each faculty member will then receive the following additional increments:

Full Professor:	$1,090
Associate Professor:	935
Assistant Professor:	780
Instructor:	615

4. Promotion Increments

a. Promotion to rank of Assistant Professor--1 step;

b. Promotion to rank of Associate Professor--1 step;

c. Promotion to rank of Full Professor--1 step;

where the step will be defined as salary plus increment plus salary adjustment for promotion then placement on new scale at the step immediately above that number.

5. Summer School and Overload

a. A full time faculty member who teaches during the summer session will be paid at the rate of $500.00 per semester hour.

b. A full time faculty member whose teaching load exceeds that specified by Article XXI, Faculty Workload, will be paid at the rate of $400.00 per semester hour.

c. If a course taught by a full time faculty member during the summer session or as an overload has an enrollment such that the tuition for the students enrolled in the course is less than the amount to be paid to the faculty member under the provisions of Paragraph 4a and b above, the faculty member will be paid an amount equal to the current tuition value of the enrolled students.

6. C.A.R.E.

   a. Full time faculty members who participate in summer advisement under the C.A.R.E. Program will receive compensation as follows:

      (1) For training sessions--ten dollars ($10.00) per hour; twenty dollars ($20.00) per hour in 1989.

      (2) For academic advisement and testing under the C.A.R.E. Program--twenty dollars ($20.00); thirty dollars ($30.00) per hour in 1990. Faculty members will receive a minimum of two (2) hours pay for each day on which they perform academic advisement.

   b. Faculty participation in other events under the C.A.R.E. Program, while encouraged is optional.

7. Freshman Seminar

   a. Full time faculty members who participate in Freshman Seminar (NU 101) will be compensated at a rate of $1,500 per section.

   b. Participation by faculty is voluntary. Any faculty member who volunteers and is not selected must receive a letter from the Academic Vice President stating the reasons.

8. Miscellaneous Fees and Compensation

   a. An Independent Study is a course is which a student explores a specialized subject not covered by a regularly offered course. Normally the student who undertakes an Independent Study will meet with the faculty member for no more than ten (10) contact hours. A faculty member will be paid $200.00 for directing and Independent Study.

   b. An Individual Study is a course in which a student, for substantive reasons, is permitted to explore subject matter, usually studied in a regularly offered course, on an independent basis. Normally the student will meet with the faculty member for no more than ten (10) contact hours. A faculty member will be paid $150.00 for directing an Individual

Study.

c. A Tutorial Course is a course taught by a faculty member to a single student in no fewer than twenty-five (25) nor more than thirty (30) contact hours. The faculty member will be paid $250.00 for teaching a Tutorial Course.

d. Other fees for faculty services are as follows:

(1) Graduate Thesis Director--$150.00;

(2) Proctoring graduate comprehensive examinations--$20.00 per hour;

(3) Administering a challenge examination--$25.00 for one student and $10.00 for each additional student examined at the same time. Effective in the Fall Semester 1988, the above amounts will be increased to $50.00 and $20.00 respectively.

e. Faculty members who must travel to places other than the Main or DeVeaux Campus on University business will be reimbursed for mileage at the standard rate for University travel, and for parking fees and tolls. When required to remain overnight because of inclement weather or hazardous conditions, faculty members will be reimbursed for the cost of lodgings.

9. In the College of Nursing the following schedules will be in effect.

a. Orientation to clinical agencies--$45.00 per day; effective in the Fall semester 1988 - $60.00 per day.

b. Clinical makeup time - $15.00 per hour; effective in the Fall semester 1988 - $20.00 per hour.

c. RN Track challenge examination preparation course:

(1) Class--$20.00 per hour;

(2) Clinical--$15.00 per hour.

10. Payment Schedule

a. Full time faculty members will be paid semi-monthly.

b. Summer school payment will be by separate check on the following schedule:

(1) Classes beginning before June 15 -- July 1;

(2) Classes beginning between June 15 and July 15 -- August 1;

(3) Classes beginning after July 15 -- September 1.

ARTICLE XXV

FRINGE BENEFITS

1. Health Insurance

   a. All full time faculty members are eligible to enroll under the University's Blue Cross/Blue Shield 82-83 plan with $1.00 co-pay prescription rider and mental care rider. The University will bear the full cost of the individual faculty member's coverage and will share the additional cost for family coverage with the faculty member, each paying 50%.

   b. The University will cover all full time faculty members under its major medical insurance policy with the Phoenix Mutual Life Insurance Company, which includes provisions for life insurance and accidental death and dismemberment. The University will bear the full cost of both the individual faculty member's coverage and family coverage.

   c. Faculty members may elect to participate in a health maintenance organization (Health Care Plan, Inc. or Independent Health Association, Inc.), rather than Blue Cross/Blue Shield and Phoenix Mutual Major Medical Insurance. The University's contribution to the cost of health maintenance organization participation will not exceed the amount it would have contributed to the cost of Blue Cross/Blue Shield and Phoenix Mutual Major Medical Insurance.

2. After one (1) year of service at Niagara University, a full time faculty member may participate in the TIAA-CREF annuity program. The faculty member must contribute 5% or more of his or her contract salary and the University will contribute an amount equal to 5% of the member's salary.

3. Life Insurance

   The University will provide each full time faculty member with eight (8)

units of TIAA life insurance at no cost to the faculty member.

4. Disabilty

The University will maintain a salary continuation plan for disabled faculty members under a Group Total Disability Benefits policy with Teachers Insurance and Annuity Association, which became effective November 1, 1981. The cost of the policy is to be borne by the University. During the three (3) month waiting period after the onset of a disability, the University will continue to pay the faculty member's full salary.

5. Tuition Remission

a. A full time faculty member is entitled to receive full tuition remission for up to six (6) semester hours of graduate or undergraduate course work per semester.

b. The spouse of a full time faculty member is entitled to full tuition remission for undergraduate or graduate courses less any scholarships, grants, or tuition assistance from sources other than the University.

c. Dependent children of a full time faculty member are entitled to full tuition remission for undergraduate courses less any scholarship, grants, or tuition asssistance from sources other than the University. For study abroad, dependent children will be charged only for the amount by which the tuition paid by Niagara University to the school abroad exceeds the amount of scholarships, grants, and tuition assistance from sources other than Niagara University. If the tuition paid to the school abroad is less than the amount of scholarships, grants and tuition assistance. the difference will be credited to the student.

d. Dependent children of full time faculty members who served the University for at least five years and who have retired or died while in the service of the University are entitled to a 10% remission of undergraduate tuition for each year of the faculty member's service.

e. Faculty members who have no children, and are at least forty-five (45) years of age and have served at least seven (7) years at Niagara University, may, during their term of service, designate one (1) person, related by blood or marriage, for tuition remission on the same basis as dependent children (see Subparagraph 5c above).

f. A full time faculty member and his or her spouse may take any continuing education course offered by the University tuition free, provided that there are enough paying students enrolled to cover the cost of conducting the course and provided that, in those courses in which enrollment must be limited, no paying student is displaced.

g. Dependent children of full time faculty members who are terminated under the provisions of Article IX or X and who are matriculated students in an undergraduate program prior to the effective date of the termination will retain their entitlement to tuition remission.

6. Full time faculty members may use the services of the University Health Services without charge. This use will be limited to emergencies or minor ailments and is not intended to be a substitute for the services of the faculty member's physician.

7. The University will continue to provide free notary service, Credit Union facilities, direct deposit of pay checks to the individual's bank account, free use of the library, free parking on campus, a faculty dining room, and free use of athletic facilities.

ARTICLE XXVI

NO STRIKE--NO LOCKOUT

1. NULTA, its officers, agents and members, agree that during the term of this Agreement and regarding specific provisions of this Agreement, they will not call, authorize, sanction, cause, support, condone, or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general or any kind of walkout, work stoppage, or slowdown. In the event of a violation of this provision, nothing contained in this Article shall in any way restrict the University from taking any action permitted by this Agreement, the Statutes of Niagara University or the law.
2. The University and its officers and agents will not, during the term of this Agreement, lock out any employee or group of employees covered by this Agreement. In the event of a violation of this provision, nothing contained in this Article shall in any way restrict NULTA from taking any action permitted by this Agreement, the Statutes of the University, or the law.

ARTICLE XXVII

SAVINGS CLAUSE

If any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

ARTICLE XXVIII

TOTAL AGREEMENT CLAUSE

Except as provided herein, neither the Association nor the University shall be required by the other to renegotiate any provision of this Agreement during the term hereof. Any part of the Contract may be renegotiated by mutual agreement of the University and the Association.

ARTICLE XXIX

DURATION AND SIGNATURE CLAUSE

The provisions of this Agreement shall become effective as of October 17, 1987 and shall continue in full force and effect until and including August 24, 1989. Thereafter, this Agreement shall continue in effect from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date of this Agreement. Such notice shall specify the proposed modifications or amendments.

Donald J. Harrington C.M.

Very Rev. Donald J. Harrington, C.M.
President
Niagara University

Frances L Higman

Francis L. Higman
President
Niagara University Lay Teachers Assoc.